

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: 2/16/05

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

STAFF CONTACT PERSON: Peter Horton

AGENDA ITEM WORDING: Approval of lease extension agreement for Hertz Corporation for facilities at the Key West International Airport.

ITEM BACKGROUND: Extension is for the period of 4/1/04 through 4/20/14.

PREVIOUS RELEVANT BOCC ACTION: Approval of lease and concession agreement 2/21/01.

CONTRACT/AGREEMENT CHANGES: New extension agreement.

STAFF RECOMMENDATION: Approval

TOTAL COST: None

BUDGETED: N/A

COST TO AIRPORT: None

SOURCE OF FUNDS: N/A

COST TO PFC: None

COST TO COUNTY: None

REVENUE PRODUCING: Yes

AMOUNT PER YEAR: \$195,612.73, FY 2004

APPROVED BY: County Attorney ☒ OMB/Purchasing ☒ Risk Management ☒

AIRPORT DIRECTOR APPROVAL _____



Peter J. Horton

DOCUMENTATION: Included ☒

Not Required

AGENDA ITEM # _____

DISPOSITION: _____

/bev
APB

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Hertz Corporation

Effective Date: 4/21/04

Expiration Date: 4/2014

Contract Purpose/Description: Lease Extension Agreement

Contract Manager: Bevette Moore
(name)

5195
(Ext.)

Airports - Stop # 5
(Department/Courier Stop)

for BOCC meeting on: 2/16/05

Agenda Deadline: 2/1/05

CONTRACT COSTS

Total Dollar Value of Contract: Revenue Producing
Budgeted? N/A
Grant: N/A
County Match: N/A

Current Year Portion: N/A
Account Codes: N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: N/A
(not included in dollar value above)

For: .
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>1/28/05</u>	() (✓)	<u>Peter Horton</u>	<u>1/28/05</u>
Risk Management	<u>1/25/05</u>	() (✓)	<u>M. Starch</u> for Risk Management	<u>1/25/05</u>
O.M.B./Purchasing	<u>1/1/05</u>	() (✓)	<u>Shantre Spivey</u> for OMB	<u>1/25/05</u>
County Attorney	<u>1/1/05</u>	() ()	<u>Pedro Mercado</u> County Attorney	<u>6/7/04</u>

Comments: _____

LEASE EXTENSION AGREEMENT
KWIA
THE HERTZ CORPORATION

THIS LEASE EXTENSION agreement is entered into this _____ day of _____, 2004, by and between Monroe County, a political subdivision of the State of Florida, hereafter Lessor, and HERTZ CORPORATION, qualified to do business in the State of Florida, hereafter Lessee.

WHEREAS, on the 21st day of February, 2001, the parties entered into a car rental lease and concession at the Key West International Airport, hereafter original lease, copy of which is attached to this extension agreement and made a part of it; and

WHEREAS, the term of the original agreement was for five years, commencing on April 21, 1999, but the parties desire to extend the original agreement term by ten years; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. Paragraph 2 of the original agreement is amended to read:

2. Term. This Agreement is for a term of ten years, commencing on April 21, 2004 and expiring on April 20, 2014.

2. Paragraph 3 of the original agreement is amended to read:

3. Rental and Fees Lessee, for and during the term hereof, shall pay to Lessor for the use and occupancy of said Basic Premises and for the rights and privileges herein granted it as follows:

(a) Counter space, includes that space physically enclosed by the counter, side partitions and back wall. Rental for this space will be paid for at the rate of - \$38.32 per square foot per annum plus tax, with a guaranteed minimum total counter space rent of \$4,778.50, per annum, including tax.

(b) Office space rental will be paid for at the rate of \$30.60 per square foot per annum plus tax, with a guaranteed minimum total counter space rent of \$3822.30, per annum, including tax.

(c) Car Ready Spaces as described in Exhibit B - no charge.

(d) Concession Fee Guaranteed minimum annual concession fee for each contract year of the ten year term of this concession agreement shall be \$107,700.00 per year. The Lessee agrees to pay monthly ten percent of gross revenues for the previous month or one twelfth the guaranteed annual minimum, whichever is greater. In the event the total amount paid during any one year period under this method exceeds ten percent of gross revenues or the annual minimum guarantee, whichever is greater, for that one year period, an adjustment will be made to the first months concession fee for the next subsequent period or, at the end of the tenth year, reimbursement will be made within thirty days. Lessee

also agrees to pay to the Lessor \$2500 per month, payable in advance by the first of each month, to be used by the County for capital improvements to the existing KWIA terminal building, or a new terminal building, if the BOCC elects to construct a new terminal building.

A performance bond in the amount of \$25,000.00 shall be provided to the Board of County Commissioners and shall be held in escrow as security to ensure conformance with the contract provisions. It is not the intent of the County to call the bond for rental payments unless there is a violation of the contract.

These rates are subject to rates and charges as approved by the BOCC, or with an increase annually, by a percentage equal to the percentage increase in the CPI for urban consumers for the preceding calendar year.

In the event the KWIA Public Works area becomes available, Lessee desires to lease the property from the Lessor for twenty years, at appraised Fair Market Value, with a \$1,000,000 fee up front. Commencing on the date Hertz leases the Public Works area, the additional \$2,500 per month fee will no longer be applicable, per 2(d). Upon possession of the Public Works area, the \$2500 per month added fee will terminate.

~~(e) --- Lessee also agrees to pay the County \$2,500 per month (\$30,000 per year) payable in advance by the first of each month, to be used by the County solely for capital improvements to the existing KWIA terminal building or a new terminal building of the County's Board of County Commissioners elects to construct a new terminal building.~~

3. Except as set forth in paragraphs two and three of this lease extension agreement in all other respects the terms and conditions of the original agreement remain in full force and effect.

4. General Insurance Requirements for Airport/Aircraft Activities.

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Vendor shall obtain, at his/her own expense, insurance as specified in the attached schedules, which are made part of this contract. The Vendor will ensure that the insurance obtained will extend protection to all Contractors engaged by the Vendor.

The Vendor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below.

The Vendor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all activities conducted by the Vendor and its Contractors until the required insurance has been reinstated or replaced.

The Vendor shall provide, to the County, as satisfactory evidence of the required insurance, either a Certificate of Insurance or a Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Vendor's insurance shall not be construed as relieving the Vendor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

General Liability: As a minimum, the required general liability coverages will include: Premises Operations, Products and Completed Operations, Blanket Contractual, Personal Injury, Expanded Definition of Property Damage. Required Limits: \$1,000,000 Combined Single Limit. If split limits are provided, the minimum limits acceptable shall be: \$500,000 per Person; \$1,000,000 per Occurrence; \$100,000 Property Damage.

Vehicle Liability: As a minimum, coverage should extend to liability for Owned; Non-owned; and Hired Vehicles. Required Limits: \$1,000,000 Combined Single Limit. If split limits are provided, the minimum limits acceptable shall be: \$500,000 per Person; \$1,000,000 per Occurrence; \$100,000 Property Damage.

Workers' Compensation And Employers' Liability: \$1,000,000 Bodily Injury by Accident, \$1,000,000 Bodily Injury by Disease, policy limits, \$1,000,000 Bodily Injury by Disease, each employee.

5.a) Records. Lessee shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the Lessor or Clerk determines that monies paid to Lessee pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Lessee shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Lessee.

b) **Governing Law, Venue, Interpretation, Costs, and Fees:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the Lessor and Lessee agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe Lessor, Florida.

The Lessor and Lessee agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

c) **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this

Agreement. The Lessor and Lessee agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

d) **Attorney's Fees and Costs.** The Lessor and Lessee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe Lessor.

e) **Binding Effect.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the Lessor and Lessee and their respective legal representatives, successors, and assigns.

f) **Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary Lessor and corporate action, as required by law.

g) **Claims for Federal or State Aid.** Lessee and Lessor agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

h) **Adjudication of Disputes or Disagreements.** Lessor and Lessee agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of Lessor Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

i) **Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, Lessor and Lessee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. Lessor and Lessee specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

j) **Nondiscrimination.** Lessor and Lessee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Lessor or Lessee agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of

alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

k) **Covenant of No Interest.** Lessor and Lessee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

l) **Code of Ethics.** Lessor agrees that officers and employees of the Lessor recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

m) **No Solicitation/Payment.** The Lessor and Lessee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Lessee agrees that the Lessor shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

n) **Public Access.** The Lessor and Lessee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Lessor and Lessee in conjunction with this Agreement; and the Lessor shall have the right to unilaterally cancel this Agreement upon violation of this provision by Lessee.

o) **Non-Waiver of Immunity.** Notwithstanding he provisions of Sec. 286.28, Florida Statutes, the participation of the Lessor and the Lessee in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the Lessor be required to contain any provision for waiver.

p) **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the Lessor, when performing their respective functions under this Agreement within the territorial limits of the Lessor shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the Lessor.

q) **Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory

duties of the Lessor, except to the extent permitted by the Florida constitution, state statute, and case law.

r) **Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the Lessor and the Lessee agree that neither the Lessor nor the Lessee or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

s) **Attestations.** Lessee agrees to execute such documents as the Lessor may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

t) **No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe Lessor in his or her individual capacity, and no member, officer, agent or employee of Monroe Lessor shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

u) **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

v) **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

w) **Indemnify/Hold Harmless.** Lessee agrees to indemnify and save Lessor harmless from and against all claims and actions and expenses incidental thereto, arising out of damages or claims for damages resulting from the negligence of Lessee, its agents, or employees while Lessee is cleaning the Airport facilities. However, Lessee shall not be liable for any claims, actions or expenses which arise from the negligent or intentional acts or omissions of the Lessor, its agents or employees. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairperson

(SEAL)
Attest:

THE HERTZ CORPORATION

By Robert M. Hurwitz
Robert M. Hurwitz, Asst. Secretary
jairHertzX

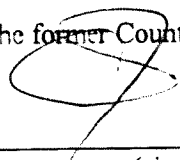
By _____ Name: Simon Ellis
Title Vice President, Properties and Concessions

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ATTORNEY'S OFFICE
DATE 6/7/00

**LOBBYING AND CONFLICT OF INTEREST CLAUSE
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

Simon Ellis warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the ~~former~~ County officer or employee.



(signature)

Date: ~~October~~, 2004
 11/11/05

STATE OF NEW JERSEY

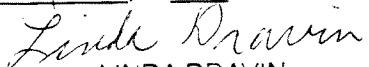
COUNTY OF BERGEN

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Simon Ellis who, after first being sworn by me, affixed his/her

signature (name of individual signing) in the space provided above on this 11 day of

January 2005
~~October~~, ~~20-04~~.


LINDA DRAVIN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 24, 2009

My commission expires:

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."



By: _____

Simon Ellis, Vice President, Properties and Concessions
THE HERTZ CORPORATION

LEASE AND CONCESSION AGREEMENT

February 21, 2001

LEASE AND CONCESSION AGREEMENT
KEY WEST INTERNATIONAL AIRPORT

THIS CONTRACT OF LEASE is made and entered into on the 21st day of FEB, 2001 by and between **MONROE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as Lessor, and **THE HERTZ CORPORATION**, qualified to do business in the State of Florida, hereinafter referred to as Lessee or Concessionaire;

WHEREAS, Lessor desires to grant to Lessee a non-exclusive right to operate an automobile rental concession at and from the Key West International Airport at Key West, Florida, hereinafter referred to as Airport; and

WHEREAS, Lessor and Lessee desire, in connection with said operations, to provide for the leasing by Lessor to Lessee of certain space in and around the Airline Terminal at the Airport for the establishment of a Rental Car Concession to accommodate the Lessee's customers and provide space for the temporary placement of rental ready vehicles and for other purposes in connection with said operations, all as hereinafter more specifically provided; now, therefore,

IN CONSIDERATION of the premises and of mutual covenants and promises hereinafter contained, the parties hereto do hereby agree as follows:

1. **Premises** - Lessor hereby leases to Lessee for its non-exclusive use the rental-car counter located in the airline terminal at Key West, Monroe County, Florida, said counter containing 116 square feet and office space containing 116 square feet as shown on Exhibit A, and in addition provides 30 rental car ready spaces, as shown on Exhibit B, both exhibits are attached hereto and made a part hereof.

2. **Term** - This agreement is for a term of five (5) years, commencing on April 21, 1999.

3. **Rental and Fees** - Lessee, for and during the term hereof, shall pay to Lessor for the use and occupancy of said Basic Premises and for the rights and privileges herein granted it at the following scheduled rates and fees:

(a) **Counter** Counter space rental will be paid for at the follow rates: Key West Airport - \$22.25/sq. ft./per annum + tax.
Counter rental space includes that space physically enclosed by the counter, side partitions and backwall.

(b) **Office** Office space rental will be paid for at the follow rates: Key West Airport - \$15.88/sq. ft./per annum + tax.

These rates are subject to rates and charges as approved by the BOCC, or with an increase equal to the CPI percentage increase for the prior year.

(c) **Car Ready Spaces** Exhibit B - no charge.

(d) **Concession Fee** Guaranteed minimum annual concession fee for each contract year of the five (5) year term of this concession agreement shall be \$107,700.00 per year. The Lessee agrees to pay monthly ten (10) percent of gross revenues for the previous month or one twelfth (1/12) the guaranteed annual minimum, whichever is greater. In the event the total amount paid during any one year period under this method exceeds ten percent of gross revenues or the annual minimum guarantee, whichever is greater, for that one year period, an adjustment will be made to the first months rent for the next subsequent period or, at the end of the fifth year, reimbursement will be made within thirty days.

A performance bond in the amount of \$25,000 (twenty-five thousand dollars) shall be provided to the Board of County Commissioners and shall be held in escrow as security to ensure conformance with the contract provisions. It is not the intent of the County to call the bond for rental payments unless there is a violation of the contract.

4. **Definition of Gross Receipts** - As used herein, the term "gross receipts" shall mean the total sum of money, from charges for net time, mileage, and personal accident insurance, paid or payable, whether by cash or credit, (after any discount specifically shown on the car rental agreement), by the customer to Concessionaire for or in connection with the use of vehicle contracted for, delivered or rented to the customer at the Airport, regardless of where the payment is made or where the vehicle is returned. The Concessionaire for the purpose of its concession rentals shall report all income, both cash and credit, in its monthly gross receipts statement.

5. **Accounting Procedures** - The Concessionaire shall keep records of all sales and revenues, whether for cash or credit, whether collected or not from its operations in a manner generally accepted as standard to the automobile rental industry located on Airports. Lessee agrees to operate its business upon the Airport so that a duplicate rental agreement invoice, serially pre-numbered, shall be issued for each sale or transaction whether for cash or credit. Lessee further agrees that it will make available to Monroe County, a full and complete book of accounts and other records required by the County to provide a true account of all revenues pertaining to its operations under the provisions hereof. The County, acting through its Finance Director or other authorized representative, shall have the right to inspect and audit the Concessionaire's books of accounts and other records directly generated at the Airport office or otherwise pertaining directly to this agreement. Knowingly furnishing the County a false statement of its gross sales under the provision hereof will constitute a default by the Concessionaire of this agreement and the County may, at its option, declare this contract terminated.

6. **Abatement of Minimum Guarantee** - In the event that (1) for any reason the number of passengers deplaning on scheduled airline flights at the Airport during any period of thirty (30) consecutive days shall be less than sixty percent (60%) of the number of such deplaning passengers in the same period of preceding calendar year, or in the event that (2) in the opinion of the Board of County Commissioners, the operation of Lessee's car rental business at the Airport is affected through no fault of Lessee by shortages or other disruption in the supply of automobiles, gasoline, or other goods necessary thereto, and said shortages or other disruptions results in the material diminution in Lessee's gross receipts hereunder for a period of at least thirty (30) days, and said shortages or other disruptions are not caused by a labor dispute with Lessee, such diminution to be satisfactorily demonstrated by Lessee to the Board of County Commissioners, then, in either event, the Minimum Guarantee Fee should be abated for the period of time such condition continues to exist. During said period of time, Lessee shall continue to pay to the Lessor ten percent (10%) of gross receipts from the operations hereunder as hereinbefore defined.

7. **Investment by the Lessee** - All leasehold improvements and their titles shall vest immediately in Monroe County upon their acceptance by the County. Furniture, furnishings, fixtures and equipment will remain the personal property of Concessionaire and may be removed upon the termination of the agreement, provided all of its accounts payable to the County are paid at that time, or in the event the County does not purchase same.

8. **Leasehold Improvements** - Lessee has the right during the term hereof, at its own expense, at any time from time to time: to install, maintain, operate, repair and replace any and all trade fixtures and other personal property useful from time to time in connection with its operation on the Airport, all of which shall be and remain the property of Lessee and may be removed by Lessee prior to or within a reasonable time after expiration of the term of this agreement; provided, however, that Lessee shall repair any damage to the premises caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute Lessee a hold-over, but all such property not removed within ten (10) days after Lessee receives

a written demand for such removal shall be deemed abandoned and thereupon shall be the sole property of the Lessor.

Leasehold improvements shall include any installation of walls, partitions, doors and windows, any electrical wiring, panels, conduits, service connections, receptacles or lighting fixtures attached to walls, partitions, ceilings or floor, all interior finish to floors, walls, doors, windows or ceilings; and all floor treatments or coverings, other than carpeting, that is affixed to floors; sanitary disposal lines and sinks, commodes, and garbage disposal units; all heating, air treatment or ventilating distribution systems, including pipes, ducts, venthoods, air handling units and hot water generators; and all refrigerator rooms or vaults and refrigerated waste rooms including refrigeration or ventilating equipment included with same. Any furniture, fixtures, equipment, carpeting and draperies not classified as leasehold improvements above shall be the personal property of the Concessionaire.

9. **Damage and Injury** - Lessee covenants that it and all of its agents, servants, employees, and independent contractors will use due care and diligence in all of its activities and operations at the Airport and the Concessionaire hereby agrees to repay or be responsible to Monroe County for all damages to the property of the County which may be caused by an act or omission on the part of the Concessionaire, its agents, servants, or employees and except to the extent that such damage to the property is covered by insurance required to be provided by the Concessionaire under any provision hereof, or is provided by Monroe County (except subrogation rights of the County's carrier), Concessionaire shall pay, on behalf of the County, all sums which the County shall become obligated to pay by reason of the liability, if any, imposed by law upon the County for damages because of bodily injury, including damages for care and loss of service, including death at any time resulting from bodily injury and because of injury to/or destruction of property, including the loss or use thereof which may be caused by or result from any of the activities, omission, or operations of the Concessionaire, its agents, servants, or employees on the Airport.

10. **Utilities** - Electricity and water will be supplied to the leasehold area by the Lessor.

11. **Lessee's Obligations** - Lessee covenants and agrees:

(a) to pay the rent and other charges herein reserved at such times and places as the same are payable;

(b) to make no alterations, additions or improvements to the demised premises without the prior written consent of Lessor, which consent shall be not be unreasonably withheld;

(c) to keep and maintain the demised premises in good condition, order and repair during the term of this agreement, and to surrender the same upon the expiration of the term in the condition in which they are required to be kept, reasonable wear and tear and damage by casualty, not caused by Lessee's negligence, riot and civil commotion, excepted;

(d) to observe and comply with any and all requirements of the constituted public authorities and with all federal, state or local statutes, ordinances, regulations, and standards applicable to Lessee or its use of the demised premises, including, but not limited to, rules and regulations promulgated from time to time by or at the direction of Lessor for administration of the Airport;

(e) to pay all taxes assessed or imposed by any governmental authority upon any building or other improvements erected or installed on the demised premises during the term of this agreement and to remit to Lessor for payment to the State any sales or use tax imposed on the rental charge or concession fee;

(f) to carry fire and extended coverage insurance, if obtainable, on all fixed improvements erected by Lessee on the demised premises to the full insurable value hereof, it being understood and agreed that for purposes hereof the term "full insurable value" shall be deemed to be that amount for which a prudent owner in like circumstances would insure similar property, but in no event an amount in excess of Lessee's original cost of constructing said fixed improvements; and

(g) to control the conduct, manner and appearance of its officers, agents, and employees, and any objection from the Director of Airports concerning the conduct, manner or appearance of such persons. Concessionaire shall forthwith take steps necessary to remove the cause of the objection.

12. Lessor's Inspection and Maintenance - Lessor and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the demised premises for the following purposes:

(a) to inspect the demised premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this agreement with respect thereto; or

(b) to perform essential maintenance, repair, relocation, or removal of existing underground and overhead wires, pipes, drains, cables and conduits now located on or across the demised premises, and to construct, maintain, repair, relocate and remove such facilities in the future if necessary to carry out the Master Plan of development of the Airport; provided, however, that said work shall in no event disrupt or unduly interfere with the operations of Lessee, and provided further, that the entire cost of such work, including but not limited to the cost of rebuilding, removing, relocating, protecting or otherwise modifying any fixed improvements at any time erected or installed in or upon the demised premises by Lessor, Lessee or third parties, as a result of the exercise by Lessor of its rights hereunder, and the repair of all damage to such fixed improvements caused thereby, shall be borne solely by Lessor.

13. Indemnification - Lessee shall indemnify and hold Lessor forever harmless from and against all liability imposed upon Lessor by reason of legal liability for injuries to persons, or wrongful death, and damages to property caused by Lessee's operations or activities on such premises or elsewhere at the Airport, provided that Lessor shall give Lessee prompt and timely notice of any claim made against Lessor which may result in a judgment against Lessor because of such injury or damage and promptly deliver to Lessee any papers, notices, documents, summonses, or other legal process whatsoever served upon Lessor or its agents, and provided further that Lessee and its insurer, or either of them, shall have the right to investigate, compromise, or defend all claims, actions, suits and proceedings to the extent of Lessee's interest therein; and in connection therewith, the parties hereto agree to faithfully cooperate with each other and with Lessee's insurer or agents in any said action.

14. Liability Insurance - Prior to the commencement of work governed by this lease agreement (including the pre-staging of personnel and material), the Lessee shall obtain, at his own expense, insurance as specified in the attached schedules, marked as Exhibit "C," which are made part of this lease agreement. The Lessee will ensure that the insurance obtained will extend protection to all Contractors engaged by the Lessee.

Lessee will not be permitted to commence work governed by this lease agreement (including the pre-staging of personnel and material), until satisfactory evidence of the required insurance has been furnished to the Lessor as specified below.

Lessee shall maintain the required insurance, throughout the entire term of this lease agreement, and any extensions, as specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all activities conducted by the Lessee and its Contractors until the required insurance has been reinstated or replaced.

Lessee shall provide, to the Lessor, as satisfactory evidence of the required insurance, either a certificate of insurance or a certified copy of the actual insurance policy.

The Lessor, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the Lessor by the insurer.

The acceptance and/or approval of Lessee's insurance shall not be construed as relieving Lessee from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

15. Non-Discrimination - (a) Lessee shall furnish all services authorized under this agreement on a fair, equal and non-discriminatory basis to all persons or users thereof, charging fair, reasonable, and non-discriminatory prices for all items and services which it is permitted to sell or render under the provisions hereof. Providing, however, that nothing contained in this paragraph or in any other paragraph of this Agreement shall be construed as requiring the Lessee to seek approval by Monroe County before or after Lessee establishes or alters its rental car rates.

(b) The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

(1) no person on the grounds of race, sex, creed, color, national origin or age shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, sex, creed, color, national origin or age shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessee shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

16. Rules and Regulations - Lessee agrees to observe and obey, during the term of this agreement, all laws, ordinances, rules and regulations promulgated and enforced by the County and by any other proper authority having jurisdiction over the conduct of the operations at the Airport. Within thirty (30) days from the date of this contract, the County shall provide Lessee a written list of all rules and regulations which it has promulgated up until that time and which will effect the Lessee's operations hereunder. In the event new rules and regulations are contemplated, written notice of same shall be furnished to Lessee, and Lessee will be given thirty (30) days to comply. In the event that Lessee should determine that any contemplated rule or regulation unreasonably hinders him in his operation under this agreement, the Lessee shall so notify the County, and the parties hereto agree that any problem arising incidental thereto will, as much as possible, be worked out between the parties without the necessity to resort to further legal remedies.

17. Furnishing of Service - The Lessee further covenants and agrees that he will, at all times during the continuance of the term hereby demised and any renewal or extension thereof, conduct, operate, and maintain for the benefit of the public, the rental car concession provided for and described herein, and all aspects and parts and services thereof as hereinabove defined and set forth, and will make all such facilities and services available to the public and that he will devote his best efforts for the accomplishment of such purposes.

18. United States' Requirements - This lease shall be subject and subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the Airport, and execution of which has been or may be required by the provision of the Federal Airport Act of 1946, as amended, or any future act affecting the operation or maintenance of the Airport, provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreement to include provisions protecting and preserving the rights of Lessee in and to the demised premises and improvements thereon, and to compensation for the taking thereof, and payment for interference therewith and for damage thereto, caused by such agreement or by actions of the Lessor or the United States pursuant thereto.

19. Lessor's Covenants - The Lessor covenants and agrees that:

(a) Lessor is the lawful owner of the property demised hereby, that it has lawful possession thereof, and has good and lawful authority to execute this Lease; and

(b) throughout the term hereof Lessee may have, hold and enjoy peaceful and uninterrupted possession of the premises and rights herein leased and granted, subject to performance by Lessor of its obligations herein.

20. Cancellation by Lessor - If any of the following events occur, the Lessee shall be deemed to be in default of its obligations under the agreement, in which case Monroe County shall give the Lessee notice in writing to cure such default within thirty (30) days, or the concession will be automatically canceled at the end of that time and such cancellation will be without forfeiture, waiver, or release of the County's right to any such of money due pursuant to this agreement for the full term hereof:

(a) if Lessee shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy Laws of any other similar law or statute of the United States or any state, or government, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of Lessee;

(b) if any order or decree of a court of competent jurisdiction Lessee shall be adjudged bankrupt or an order shall be made approving a petition seeking its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy Laws of any law or statute of the United States or any state, territory, or possession thereof or under the law of any other state, nation, or government, provided, that if such judgment or order be stayed or vacated within ninety (90) days after the entry thereof, any notice of cancellation given shall be and become void and of no effect;

(c) if by or pursuant to any order or decree of any court or governmental authority, board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Lessee for the benefit of creditors, provided, that if such order or decree be stayed or vacated within sixty (60) days after the entry thereof or during such longer period in which Lessee diligently and in good faith contests the same, any notice of cancellation shall be and will become null, void and of no effect;

- (d) if Lessee fails to pay the rental charges or other money payments required by this instrument and such failure shall not be remedied within thirty (30) days following receipt by Lessee of written demand from Lessor to do so;
- (e) if Lessee defaults in fulfilling any of the terms, covenants, or conditions required of it hereunder and fails to remedy said default within thirty (30) days following receipt by Lessee of written demand from Lessor to do so, or if, by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Lessee of written demand from Lessor to do so, then, if Lessee shall have failed to commence the remedying of such default within thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof;
- (f) if the Lessee shall abandon the premises for seven (7) consecutive calendar days;
- (g) if the concession of the Lessee hereunder shall be transferred, subleased, or assigned in any manner except in the manner as herein permitted;
- (h) if the Lessee shall fail to pay any validly imposed tax; assessments; utility rent, rate or charge; or other governmental imposition; or any other charge or lien against the premises leased hereunder within any grace period allowed by law, or by the governmental authority imposing the same, during which payment is permitted without penalty or interest; in complying with this subparagraph the Lessee does not waive his right to protest such tax, assessment, rent, rate or charge; or
- (i) if the Lessee fails to provide service as required by specifications for five days during any thirty day period, unless such failure is caused by an act of God, national emergency or a labor strike of which the Lessee has given the County immediate notice, the concession may be canceled within thirty (30) days of the giving of notice by the County and the Lessee shall not be permitted to cure such default.

21. **Additional Remedies** - In the event of a breach or a threatened breach by Lessee of any of the agreements, terms, covenants and conditions hereof, the County shall have the right of injunction to restrain said breach and to invoke any remedy allowed by law or equity, as if specific remedies, indemnity or reimbursement were not herein provided. The rights and remedies given to Monroe County are distinct, separate and cumulative, and no one of them, whether or not exercised by the County, shall be deemed to be in exclusion of any of the others herein or by law or in equity provided. No receipt of monies by Monroe County from Lessee after the cancellation or termination hereof shall reinstate, continue or extend the term, or affect any notice previously given to Lessee, or operate as a waiver of the right of the County to enforce the payment of rentals and other charges then due or thereafter falling due, or operate as a waiver of the right of the County to recover possession of the premises by suit or otherwise. It is agreed that, after the service of notice to cancel or terminate as herein provided, or after the commencement of any proceeding, or after a final order for possession of the premises, the County may demand and collect any monies due, or thereafter falling due, without in any manner affecting such notice, proceeding, or order, and any and all such monies and occupation of the premises, or at the election of the County on account of Lessee's liability hereunder. The parties agree that any litigation arising out of the agreement shall be brought in Monroe County, Florida, and determined under the laws of the State of Florida. Lessee will pay any reasonable attorney's fees incurred if the County prevails in the enforcement of the agreement, regardless of whether or not a lawsuit is filed, including but not limited to all costs and market value attorney's fees incurred in collecting, trial, bankruptcy or reorganization proceedings or appeal of any matter hereunder and all costs, charges and expenses incurred herein.

22. Cancellation by Lessee - Lessee shall have the right upon written notice to Lessor, to cancel this agreement in its entirety upon or after the happening of one or more of the following events, if said event or events is then continuing:

- (a) the issuance by any court of apparent competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the demised premises or preventing or restraining the use of the Airport for usual airport purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Airport, which remains in force unvacated or unstayed for a period of at least one hundred twenty (120) days;
- (b) the default of Lessor in the performance of any of the terms, covenants or conditions required of it under this instrument and the failure of Lessor to cure such default within a period of thirty (30) days following receipt of written demand from Lessee to do so, except that if by reason of the nature of such default, the same cannot be cured within said thirty (30) days, then Lessee shall have the right to cancel if Lessor shall have failed to commence to remedy such default within said thirty (30) days following receipt of such written demand, or having so commenced, shall fail thereafter to continue with diligence the curing thereof;
- (c) the inability of Lessee to conduct its business at the Airport in substantially the same manner and to the same extent as theretofore conducted, for a period of at least ninety (90) days, because of (i) any law, (ii) any rule, order, judgment, decree, regulation, or other action or non-action of any Governmental authority, board, agency or officer having jurisdiction thereof;
- (d) if the fixed improvements placed upon the demised premises are totally destroyed or so extensively damaged that it would be impracticable or uneconomical to restore the same to their previous condition as to which Lessee is the sole judge. In any such case, the proceeds of insurance, if any, payable by reason of such loss shall be apportioned between Lessor and Lessee, Lessor receiving the same proportion of such proceeds as the then expired portion of the lease term bears to the full term hereby granted, and Lessee receiving the balance thereof. If the damage results from an insurable cause and is only partial and such that the said fixed improvements can be restored to their prior condition within a reasonable time, then Lessee shall restore the same with reasonable promptness, and shall be entitled to receive and apply the proceeds of any insurance covering such loss to said restoration, in which event this agreement shall not be canceled but shall continue in full force and effect, and in such case any excess thereof shall belong to Lessee;
- (e) in the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government, or any state or local government occupies the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport or the use of motor vehicles or airplanes by the general public, or a limitation of the supply of automobiles or of automobile fuel, supplies, or parts for general public use, and any of said events results in material interference with Lessee's normal business operations or substantial diminution of Lessee's gross revenue from its automobile rental concession at the Airport, continuing for a period in excess of fifteen (15) days;
- (f) in the event that at any time prior to or during the term of this agreement, Lessee's presently existing right to operate an automobile rental concession at the Airport is withdrawn, canceled, terminated, or not renewed by Lessor;

(g) the taking of the whole or any part of the demised premises by the exercise of any right of condemnation or eminent domain;

(h) if at any time during the basic term or option term of this lease a majority of the scheduled air transportation serving the local area no longer operates from the Airport; or

(i) if at any time during the basic term hereof or the option periods, the Airport or terminal building is removed to a place more than three (3) road miles in distance from its present location.

23. Lessee's Reserved Rights - Nothing contained in this Agreement shall limit or restrict in any way such lawful rights as Lessee may have now or in the future to maintain claims against the federal, state, or municipal government, or any department or agency thereof, or against any interstate body, commission or authority, or other public or private body exercising governmental powers, for damages or compensation by reason of the taking or occupation, by condemnation or otherwise, of all or a substantial part of the demised premises, including fixed improvements thereon, or of all or a material part of the Airport with adverse effects upon Lessee's use and enjoyment of the demised premises for the purposes hereinabove set forth; and Lessor hereby agrees to cooperate with Lessee in maintenance of any just claim of said nature, and to refrain from hindering, opposing, or obstructing the maintenance thereby by Lessee.

24. Assignment and Subletting - It is expressly agreed and understood that any and all obligations of Lessee hereunder may be fulfilled or discharged either by Lessee or by a Licensed member of The Hertz Corporation duly appointed thereto by The Hertz Corporation, and that any and all privileges of every kind granted Lessee hereunder extends to any Licensee so appointed; provided, however, that notwithstanding the method of operation employed by Lessee hereunder any appointed Lessee always shall continue to remain directly liable to Lessor for the performance of all terms and conditions of this lease. Except hereinabove set out, the premises may not be sublet, in whole or in part, and Lessee shall not assign this agreement without prior written consent of Lessor, nor permit any transfer by operation of law of Lessee's interest created hereby, other than by merger or consolidation.

25. Other Use - Lessee shall not use or permit the use of the demised premises or any part thereof for any purpose or use other than an authorized by this agreement.

26. Liens - Lessee shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by Lessee or any of its contractors or subcontractors upon the demised premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at said premises, by or at the direction of Lessee.

27. Time - In computing Lessee's term within which to commence construction of any fixed improvements or to cure any default as required by this Lease, there shall be excluded all delays due to strikes, lockouts, acts of God and the public enemy, or by order or direction or other interference by any municipal, State, Federal or other governmental department, board, or commission having jurisdiction, or other causes beyond Lessee's control.

28. Other Development of Airport - Monroe County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of the Concessionaire, and without interference or hindrance; provided, however, that in no event can the County deprive the Concessionaire of reasonable and direct routes of ingress and egress to the premises.

29. Paragraph Headings - Paragraph headings herein are intended only to assist in reading identification and are not in limitation or enlargement of the content of any paragraph.

30. Notices - Any notice of other communication from either party to the other pursuant to this agreement is sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following addresses:

Lessor

Board of County Commissioners
Key West International Airport
3491 S Roosevelt Blvd.
Key West, FL 33040

Lessee

The Hertz Corporation
Properties and Concessions
~~PO Box 25722~~ 225 Brae Boulevard
~~OK 78125~~ Park Ridge, NJ 0765

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.



IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective authorized representative thereunto duly authorized, the day and year first above written.

KOLHAGE, CLERK

By [Signature]
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By [Signature]

Mayor/Chairperson

~~BUDGETARY SYSTEM~~
THE HERTZ CORPORATION

By [Signature]

Title Vice President,
Properties and Concessions

Witness

Witness

jairnhertz

APPROVED AS
AND LEGAL SUFFICIENT

BY [Signature]

ROBERT N. [Signature]

DATE 12-26-'00

EXHIBIT 'A'

KEY WEST INTERNATIONAL AIRPORT

BAGGAGE YARD

DEPLANING

CONVEYOR

DISPLAY WITH
WINDOWS ABOVE

BAGGAGE
CLAIM
108

HerTZ

SECURITY

STAIRS

MENS
105

WOMENS 104

LOCKERS

EXHIBIT 'B'

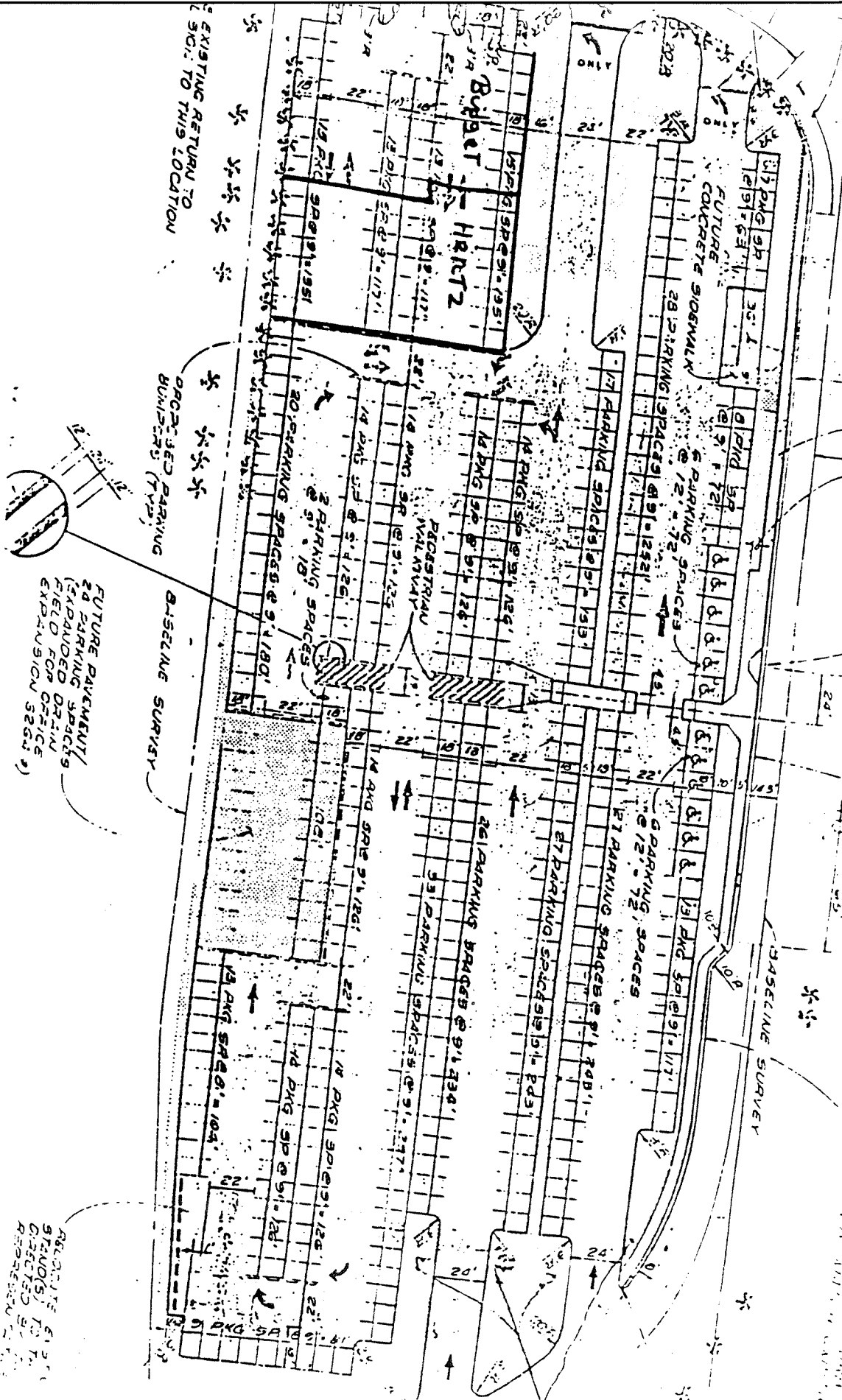


EXHIBIT 'C'

MONROE COUNTY, FLORIDA RISK MANAGEMENT POLICY AND PROCEDURES CONTRACT ADMINISTRATION MANUAL

General Insurance Requirements for Airport/Aircraft Activities

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Vendor shall obtain, at his/her own expense, insurance as specified in the attached schedules, which are made part of this contract. The Vendor will ensure that the insurance obtained will extend protection to all Contractors engaged by the Vendor.

The Vendor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below.

The Vendor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all activities conducted by the Vendor and its Contractors until the required insurance has been reinstated or replaced.

The Vendor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Vendor's insurance shall not be construed as relieving the Vendor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL).

If split limits are provided, the minimum limits acceptable shall be:

- \$ 500,000 per Person
- \$ 1,000,000 per Occurrence
- \$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL3

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person
\$1,000,000 per Occurrence
\$ 100,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL3

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

- \$1,000,000 Bodily Injury by Accident
- \$1,000,000 Bodily Injury by Disease, policy limits
- \$1,000,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC3

MONROE COUNTY, FLORIDA

Request For Waiver
of
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: The Hertz Corporation

Contract for: Car Rental Concession - Key West Int'l Airport

Address of Contractor: 4751 Best Raod, Suite 400
Atlanta, GA 30337

Phone: (404) 766-2688

Scope of Work: Car Rental Agency

Reason for Waiver: Hertz Corporation is self-insured in the State of
Florida for Vehicle Insurance. Has provided Certificate
of Self-Insurance

Signature of Contractor: _____

Approved X Not Approved _____

Risk Management O'Donoghue

Date 3/24/94

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

WAIVER

EXHIBIT 'B'

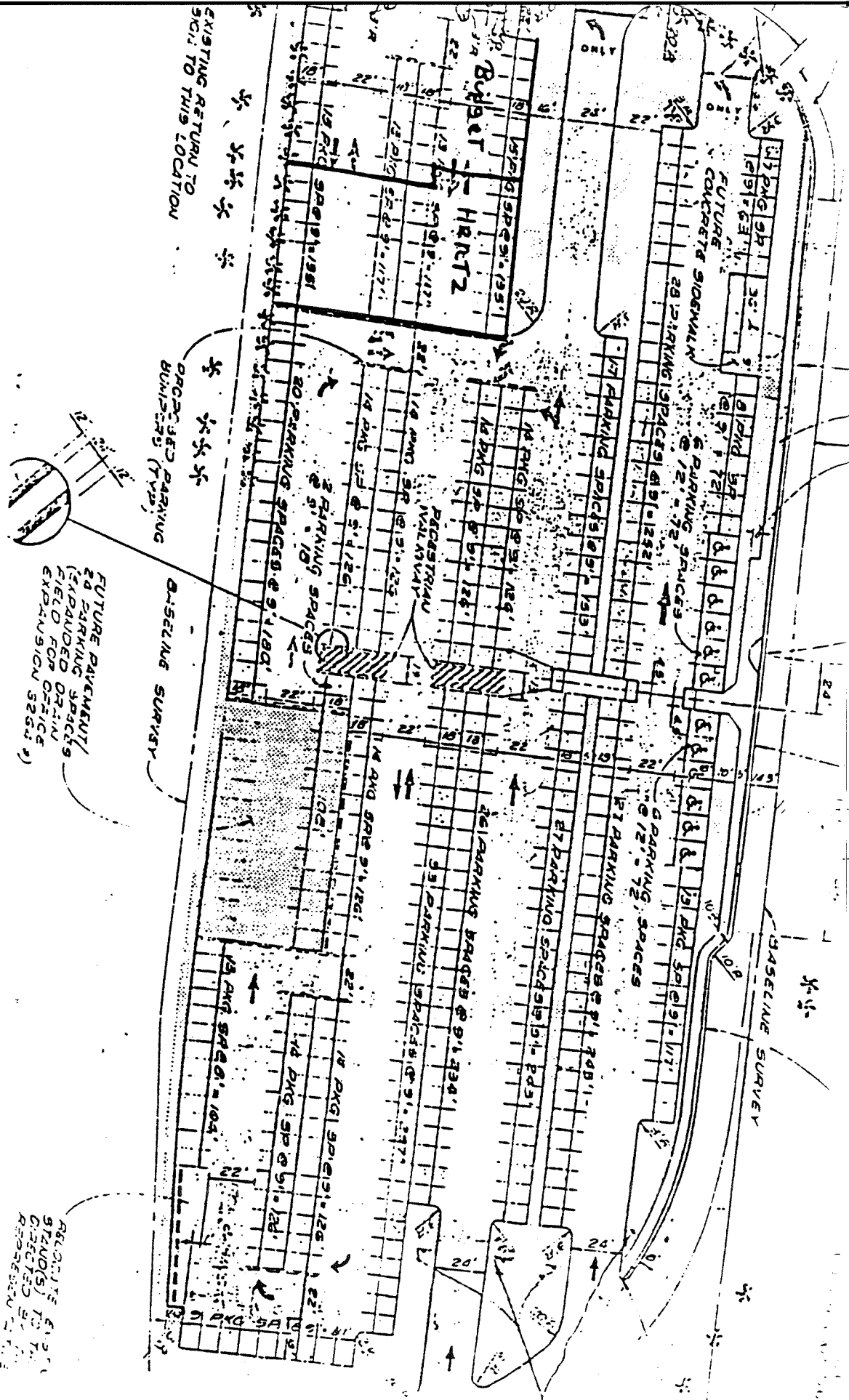


EXHIBIT D